



Hospitalized with sepsis and a 23 pound weight loss 3 months after being kidnapped by her granddaughter Rachel Greenshields. against medical advice Judge Freddie Burton Jr. sent her back to her kidnappers instead of sending her to rehabilitation. Judge Freddie Burton Jr. continued to isolate her from her chosen power of attorney (daughter Cynthia Mifsud). her two sons Darrell And Randy
L:yes and ou, familie,

Bills HB 4863, HB 4864, HB 5210

Cynthia Mifsud

Dearborn Heights

Wayne County Probate Court–Mother Betty Hayes age 89

Judge Freddie Burton Jr.–Judge David Braxton

Guardian ad litem Melinda Cameron

Court Appointed attorney Terri Jordan

Guardian Kathlyn Brown represented by Attorney Bruce Rice

Conservator Family Options Services owned by Guardian Kathlyn Brown

My name is Cynthia Mifsud I am the youngest child of Willis and Betty Hayes. In 2013 my parents went to Estate planning Attorney Kevin Adams and had him create an estate plan. I was chosen as Durable power of Attorney which also included Patient advocate and Trustee of their trust. My brother Randy Hayes was listed as second if for some reason I could not serve.

Fast forward to May 1, 2021 when my Mother, who was diagnosed with dementia in 2016 was targeted for her \$275,000 estate. Instead of Judge Freddie Burton Jr. following Michigan Law and appointing a family member as guardian and conservator he appointed a public guardian who isolated my 89 year old Mother for over 14 months. I was vilified by the guardian ad litem Melinda Cameron who should never have been appointed as my Mother already had Attorney Thomas Langan. Thomas Langan stated on the record my Mother found him herself and hired him because she did not want me as her guardian. My Mother was isolated with her granddaughter Rachel Greenshields who took her without my permission and lied to her about her finances and told her I only wanted her money etc. This granddaughter used undue influence and coercion to get my Mother to sign an illegal "Revocation of my Power of Attorney." and used her notary credentials to notarize the document. After creating this document Rachel Greenshields took my mother Betty Hayes to PNC bank and gave the document along with a fraudulent power of Attorney she also created to bank manager William Baird. All of the actions of Rachel Greenshields are illegal and should have resulted in charges but Judge Freddie Burton Jr. ignored her crimes and allowed her to keep my Mother and isolate her from 26 family members including 3 adult children.

I have attached a copy of my Mother Betty Hayes legal Trust document that should have been honored and my brother Randy Hayes should have been appointed as the new Trustee of our Mother's Trust until I could prove I was innocent of any wrongdoing and then I should have been reinstated. Judge Freddie Burton Jr. ignored Michigan law and our Mother's wishes and removed us as Trustee of our Mother's Trust and appointed Conservator Family Option Services.

What good are any Probate laws when judges do not follow them? Judge David Braxton has been appointed as our Mother's new judge and he just approved the Conservator to withdraw \$40,000 from our Mother's Trust. Family Option Services have a fiduciary duty to do what is in the best interest of our Mother. Her Trust is being used to pay a guardian ad litem who according to Michigan law should never have been assigned because our Mother and Attorney

Thomas Langan testified on the record she had already hired him. The law in Michigan states a guardian ad litem is only appointed if the individual does not have an attorney. Not only was Melinda Cameron appointed as guardian ad litem when my Mother already had an attorney, despite NEVER conducting an investigation she has remained on the case for over 2 1/2 years. Family Option Services requested the \$40,000 stating my Mother's care cost \$6,000 a month. My Mother has a custom built inlaw suite in my home that cost her nothing to live in. I was accused of spending too much on caregiver's that cost \$2,000 a month but apparently \$6000 a month is okay? My Mother's Trust and income is used to pay Guardian ad litem Melinda Cameron, Granddaughter Rachel Greenshields, Court appointed Attorney Terri Jordan, Guardian Kathlyn Brown, and her attorney Bruce Rice to fight her 2013 estate plan created to protect her from them (probate court) when she was of sound mind.

Our Probate Courts in Michigan have become weaponized against our most vulnerable and those that love them. I have over \$200,000 in legal fees fighting for my Mother. Probate Courts use intimidation and threats of arrest, isolation, sanctions, and fines to manipulate and control families to comply. The very fabric of our "families" have been destroyed by out of control Probate Courts across the state of Michigan. You can write all the bills you want and pass every law but until these Attorneys and Judges are held accountable these atrocities will continue.

Sincerely,

Cynthia Mifsud



cynthia_mifsud@hotmail.com

313-414-2391

(hereinafter referred to as the "Trustee").

This Trust shall be known as the "**Betty J. Hayes Revocable Trust, dated October 15, 2013.**"

The Grantor is married to **WILLIS C. HAYES.**

The Grantor has four living children: **DARRELL D. HAYES; KAREN L. CALDWELL; RANDY A. HAYES; and CYNTHIA A. MISFUD.**

ARTICLE I TRUSTEE SUCCESSION

Trustee Succession if Grantor Resigns, Dies, or Becomes Incapacitated. If the Grantor resigns, dies, or is adjudicated to be incompetent or in the event that the Grantor is not adjudicated incompetent, but is determined, in accordance with the procedures set forth in the following paragraph, to be unable to properly handle the Grantor's own affairs, then and in that event the Trustee named below shall immediately become the Trustee under this Trust Agreement. The Grantor names the following as successor Trustee:

CYNTHIA A. MISFUD

There shall be a Committee consisting of the Grantor's spouse and children. Any member of the Committee may resign by written instrument delivered to the Grantor and the remaining members shall continue to constitute the Committee without the appointment of a successor. A majority of the Committee members qualified and acting may, by a written instrument signed by the Committee members and delivered both to the Grantor, as the then-current Trustee, and the successor Trustee, as designated in this Trust Agreement, determine that the Grantor is physically or mentally unable to handle the Grantor's financial affairs and remain as the Trustee of this Trust. Should there be only two (2) Committee members serving, such determination of the Grantor's physical or mental incapacity shall be made by unanimous vote of the Committee members. Should there be only one (1) person able and willing to serve on the Committee, the sole remaining member of the Committee may not make a determination of the Grantor's physical or mental incapacity.

The Grantor shall regain all the powers reserved to the Grantor, whether in the Grantor's individual or fiduciary capacity, as the case may be, when such incompetency is removed, in the same manner as was followed to establish the Grantor's incapacity. Third parties may rely on an affidavit by the Trustee named above stating that the successor Trustee is now acting as Trustee hereunder.

ARTICLE II PROVISIONS DURING LIFE

Provisions for Grantor and Grantor's Husband During Grantor's Lifetime. The Trustee shall hold, manage, invest, and reinvest the Trust Estate (if any requires such management and investment) and shall collect the income, if any, therefrom and shall dispose of the net income and principal as follows:

(1) **Discretionary Payment of Income.** During the lifetime of the Grantor, the Trustee may pay to or apply for the benefit of the Grantor all the net income from this Trust. Any income not distributed shall be accumulated annually and thereafter treated as principal.

(2) **Discretionary Payment of Principal.** During the lifetime of the Grantor, the Trustee may pay to or apply for the benefit of the Grantor such sums from the principal of this Trust as in the Trustee's sole discretion shall be necessary or advisable from time to time for the medical care, education, support and maintenance in reasonable comfort of the Grantor, taking into consideration to the extent the Trustee deems advisable any other income or resources of the Grantor known to the Trustee.

(3) **Discretionary Payment for Husband.** In the event that the Grantor is adjudicated to be incompetent or in the event that the Grantor is not adjudicated incompetent, but by reason of illness or mental or physical disability is, in the opinion of the Trustee, unable to handle the Grantor's own affairs properly, then and in that event the Trustee may during the Grantor's lifetime, in addition to the payments of income and principal for the benefit of the Grantor, pay to or apply for the benefit of the Grantor's husband, **WILLIS C. HAYES**, such sums from the net income and from the principal of this Trust as in its sole discretion shall be necessary or advisable from time to time for the medical care, education, support and maintenance in reasonable comfort of the Grantor's husband, taking into consideration to the extent the Trustee deems advisable any other income or resources of the Grantor's husband known to the Trustee.

(4) **Disposition of Trust Estate at Grantor's Direction.** During the Grantor's lifetime, the Trustee shall dispose of all, or any part, of the Trust Estate in such manner as the Grantor may from time to time direct. This authorization shall not be effective if the Grantor has been adjudicated to be incompetent or in the event that the Grantor is not adjudicated incompetent but by reason of illness or mental or physical disability is, in the opinion of the Trustee, unable to properly handle the Grantor's own affairs.

ARTICLE III

RIGHT TO MODIFY TRUST AGREEMENT

Grantor's Rights to Amend, Change, or Revoke the Trust Agreement. The Grantor may, by signed instruments delivered to the Trustee during the Grantor's life: (1) withdraw property from this Trust in any amount and at any time upon giving reasonable notice in writing to the Trustee; (2) add other property to the Trust; (3) change the beneficiaries, their respective shares and the plan of distribution; (4) amend this Trust Agreement in any other respect; and (5) revoke this Trust in its entirety or any provision

therein; provided, however, the duties or responsibilities of the Trustee shall not be enlarged without the Trustee's consent nor without satisfactory adjustment of the Trustee's compensation.

ARTICLE IV PAYMENT OF DEBTS AND TAXES

Discretionary Provisions for Trustee to Deal with Grantor's Estate and Make Payment of Debts and Taxes. After the Grantor's death, the Trustee, if in its discretion it deems it advisable, may pay all or any part of the Grantor's funeral expenses, legally enforceable claims against the Grantor or the Grantor's estate, reasonable expenses of administration of the Grantor's estate, any allowances by court order to those dependent upon the Grantor, any estate, inheritance, succession, death, or similar taxes payable by reason of the Grantor's death, together with any interest thereon or other additions thereto, without reimbursement from the Grantor's personal representatives, from any beneficiary of insurance upon the Grantor's life, or from any other person. All such payments, except of interest, shall be charged generally against the principal of the Trust Estate ineluctable in the Grantor's estate for federal estate tax purposes and any interest so paid shall be charged generally against the income thereof; provided, however, any such payments of estate, inheritance, succession, death, or similar taxes (except generation-skipping transfer taxes) shall be charged against the principal constituting the Hayes Family Trust and any interest so paid shall be charged against the income thereof. If such share or trust was created as a fraction, then such taxes thus paid shall reduce the numerator of that share or trust and the Trust Estate, thus likewise reducing the denominator of the fraction. The Trustee may make such payments directly or may pay over the amounts thereof to the personal representatives of the Grantor's estate. Written statements by the personal representatives of such sums due and payable by the estate shall be sufficient evidence of their amount and propriety for the protection of the Trustee and the Trustee shall be under no duty to see to the application of any such payments. If administrative expenses are deducted on the estate's income tax return but paid from principal, then they shall be charged against the Hayes Family Trust. The Trustee shall have the power to charge expenses of administration against income or principal, or apportion such expenses; provided, however, this power may not be exercised in a way which would reduce or otherwise adversely affect the marital or charitable deduction otherwise available for federal estate tax purposes. The Trustee shall not exercise this discretion in a manner which is inconsistent with the Internal Revenue Code regulations now in effect or subsequently promulgated.

ARTICLE V ALLOCATION INTO SHARES

Upon the death of the Grantor, the Trustee shall divide the Trust Estate (which shall include any property which may be added from the Grantor's general estate) as follows:

- (1) **Creation of the Willis C. Hayes Share and the Hayes Family Trust.** If

the Grantor is survived by the Grantor's husband, **WILLIS C. HAYES**, the Trustee shall divide the Trust Estate into two (2) separate shares, hereinafter designated as "**the Willis C. Hayes Share**" and "**the Hayes Family Trust.**" **The Willis C. Hayes Share** shall be composed of cash, securities, or other property of the Trust Estate (undiminished by any estate, inheritance, succession, death, or similar taxes) having a value equal to the maximum marital deduction as finally determined in the Grantor's federal estate tax proceedings, less the aggregate amount of marital deductions, if any, allowed for such estate tax purposes by reason of property or interests in property passing or which have passed to the Grantor's husband otherwise than pursuant to the provisions of this Article; provided, however, the amount for **the Willis C. Hayes Share** hereunder shall be reduced by the amount, if any, needed to increase the Grantor's taxable estate (for federal estate tax purposes) to the largest amount that, after allowing for the unified credit against the federal estate tax, and the state death tax credit against such tax (but only to the extent that the use of such state death tax credit does not increase the death tax payable to any state), will result in the smallest (if any) federal estate tax being imposed on the Grantor's estate. The term "maximum marital deduction" shall not be construed as a direction by the Grantor to exercise any election respecting the deduction of estate administration expenses, the determination of the estate tax valuation date, or any other tax election which may be available under any tax laws, only in such manner as will result in a larger allowable estate tax marital deduction than if the contrary election had been made. The Trustee shall have the sole discretion to select the assets which shall constitute **the Willis**

C. Hayes Share. In no event, however, shall there be included in this **the Willis C. Hayes Share** any asset or the proceeds of any asset which will not qualify for the federal estate tax marital deduction, and this **the Willis C. Hayes Share** shall be reduced to the extent that it cannot be created with such qualifying assets. The Trustee shall value any asset selected by the Trustee for distribution in kind as a part of **the Willis C. Hayes Share** hereunder at the value of such asset at the date of distribution of such asset. **The Willis C. Hayes Share** shall be paid over and distributed to the Grantor's husband free of trust. **The Hayes Family Trust** shall be the balance of the Trust Estate after the assets have been selected for **the Willis C. Hayes Share.**

(2) **Creation of the Hayes Family Trust.** If the Grantor's husband shall not survive the Grantor, **the Hayes Family Trust** shall be the entire Trust Estate.

The Hayes Family Trust shall be administered as hereinafter set forth.

ARTICLE VI DISPOSITION OF THE HAYES FAMILY TRUST

The Hayes Family Trust Introductory Provision. **The Hayes Family Trust** shall be held, administered, and distributed as follows:

(1) **Payment to Husband of All Income.** If the Grantor's husband shall survive the Grantor, then commencing with the date of the Grantor's death, the Trustee shall pay to or apply for the benefit of the Grantor's husband during his lifetime all the net

income from **the Hayes Family Trust** in convenient installments but no less frequently than quarter-annually.

(2) **Discretionary Payments of Principal for Husband.** If the Grantor's husband shall survive the Grantor, the Trustee may pay to or apply for the benefit of the Grantor's husband during his lifetime, such sums from the principal of **the Hayes Family Trust** as in its sole discretion shall be necessary or advisable from time to time for the medical care, education, support and maintenance in reasonable comfort of the Grantor's husband, taking into consideration to the extent the Trustee deems advisable, any other income or resources of the Grantor's husband known to the Trustee.

(3) **Limited Withdrawal by Husband.** In addition to the income and discretionary payments of principal from this Trust, there shall be paid to the Grantor's husband during his lifetime from the principal of this Trust upon his written request during the last month of each fiscal year of the Trust an amount not to exceed during such fiscal year the greater of Five Thousand Dollars (\$5,000.00) or five percent (5%) of the total value of the principal of **the Hayes Family Trust** on the last day of such fiscal year without reduction for the principal payment for such fiscal year. This right of withdrawal is noncumulative, so that if the Grantor's husband does not withdraw, during such fiscal year, the full amount to which he is entitled under this paragraph, his right to withdraw the amount not withdrawn shall lapse at the end of that fiscal year.

(4) **Division into Shares for Children.** Upon or after the death of the survivor of the Grantor's wife and the Granter, the Trustee shall divide this Trust as then constituted into equal separate shares so as to provide one (1) share for each then living child of the Granter and one (I) share for each deceased child of the Granter who shall leave issue then living. Each share for a living child of Grantor shall be distributed outright to such child. Each share for children of a deceased child shall be distributed or retained in trust as hereinafter provided.

(5) **Division into Shares for Child's Issue.** After division into shares for children, upon the death of a child of the Grantor prior to complete distribution of his or her share, the undistributed balance of the child's share shall be divided into equal separate shares so as to provide one (1) share for each then living child of that deceased child of the Granter and one (J) share for each deceased child of that deceased child of the Granter who shall leave issue then living. Each share for a living child of that deceased child of the Granter shall be held, administered, and distributed for such living child (hereinafter singularly "beneficiary" and collectively "beneficiaries") as herein provided. The share for each beneficiary shall be vested in such beneficiary subject only to the provisions hereof. The share provided for the issue of a deceased child of that deceased child of the Grantor shall be distributed per stirpes to such issue.

(a) **Income and Discretionary Invasion of Principal for Beneficiaries.** All the net income from the share so provided for a living beneficiary shall be paid in convenient installments to or applied for the benefit of such beneficiary

until complete distribution of the share as herein provided. In addition to income, the Trustee may pay to or apply for the benefit of such beneficiaries such sums from the principal of his or her share as in its sole discretion shall be necessary or desirable from time to time for his or her medical care, education, support and maintenance in reasonable comfort, taking into consideration to the extent the Trustee deems advisable, any other income or resources of such beneficiary known to the Trustee.

(b) **Distribution of a Beneficiary's Share.** When a beneficiary attains the age of twenty-five (25) years, the Trustee shall distribute to the beneficiary one-half (1/2) of the principal of his or her share as then constituted; and when a beneficiary attains the age of thirty (30) years, the Trustee shall distribute to the beneficiary the undistributed balance of his or her share. If a beneficiary has already attained age twenty-five (25) or age thirty (30) at the time this Trust is divided into separate shares, the Trustee shall, upon making the division, distribute to the beneficiary one-half (1/2) or all of his or her share respectively.

(c) **Upon Beneficiary's Death to Personal Representatives.** Upon the death of a beneficiary prior to complete distribution of his or her share, the undistributed balance of the beneficiary's share shall be paid over and distributed to the beneficiary's personal representatives.

(6) **Distribution of a Deceased Child's Share.** Each share set aside, upon division into shares, for a deceased child of the Grantor who shall leave issue then living, shall be divided into equal separate shares so as to provide one (1) share for each then living child of that deceased child of the Grantor and one (1) share for each deceased child of that deceased child of the Grantor who shall leave issue then living. Each share for a living child of that deceased child of the Grantor shall be held, administered and distributed for that deceased child's living children (hereinafter singularly "beneficiary" and collectively "beneficiaries") as provided in the preceding paragraph. The share provided for the issue of a deceased child of that deceased child of the Grantor shall be distributed per stirpes to such issue.

ARTICLE VII TRUSTEE SUCCESSION

Trustee Succession, Trustee's Fees, and Other Matters. The provisions for naming the Trustee, Trustee succession, Trustee's fees, and other matters are set forth below:

(1) **Naming Individual Successor or Substitute Trustee.** If the initial successor individual Trustee should fail to qualify as Trustee hereunder, or for any reason should cease to act in such capacity, the successor or substitute Trustee who shall also serve without bond shall be **RANDY A. HAYES**.

(2) **Final Succession if All Individual Successor Trustees Cannot Act.** If all the Grantor's individual successor Trustees should fail to qualify as Trustee hereunder,

AFFIDAVIT OF RANDY A. HAYES

I Randy A. Hayes (59), hereby state as follows:

I am Betty Hayes and the late Willis Hayes third child. Darrell Hayes (65), Karen Caldwell (62), and Cynthia Mifsud (56) are my three siblings.

Betty and Cleve lived at 31036 Marquette in Garden City, Michigan 48135 (the "house") From 1999 until approximately April of 2019 when they moved in with my sister Cynthia Mifsud. I also had direct knowledge from my father that my sister Cynthia and her husband Pat had given my father Willis Hayes a Cashier's check in the amount of \$120,000 to help them purchase the house on Marquette for \$127,000 in 1999.

In 2013 our parents created an estate plan with Attorney Kevin Adams and chose my sister Cynthia Mifsud to have Durable Power of Attorney. They also created a Trust at that same time and my sister Cynthia was the Trustee of the Trust. I was chosen to be second as Durable Power of Attorney and Trustee of the Trust if for some reason Cynthia could not serve.

In 2016 Cleve was diagnosed with dementia and we had to take away his car keys. He got lost driving several times and was in a car accident. His dementia progressed quickly and he began having frequent delusions, was confused and disoriented. By 2017 Betty was also diagnosed with dementia specifically primary degenerative dementia of the Alzheimers type with senile onset.

In December of 2018 Cleve left home and was missing for over an hour. He was left unattended by a caregiver and was found blocks from home crying and hugging a tree. As siblings we were crushed to see our strong Father in such despair and knew we needed to take steps to ensure this never happened again. After discussing all our options we jointly (all siblings) agreed to use the Trust to create an in suite apartment at Cynthia's house where our parents would have 24 hour supervision but still feel they had some independence. Construction began in January of 2019 and our parents moved into the insuite apartment in April of 2019.

Sadly our Fathers dementia continued to worsen to the point he could not walk, eating was difficult, he would choke when he ate, and on September 23rd 2019 he lost his battle with dementia.

Our parents home on Marquette needed lots of repairs and upkeep would have been in vain as our Mom was not able to live alone and wanted to stay with Cynthia. My sister Cynthia had her hands full caring for Mom and her son had a life threatening brain condition diagnosed in 2018, so I took on cleaning out our parents home myself and preparing it to be sold. I changed all the electrical to gfi breakers, put new sensors in the garage door, painted the basement, etc. I rented a dumpster and my brother Darrell and his sons Jon, and Jake and daughters, Ashley, and Emily, helped clean out the house for a few days when they were in town from Tennessee. Cynthia's husband Pat oversaw the replacement of the bathtub and had it tiled. He also oversaw the sanding and staining of the hardwood floors and painting all the rooms. We were able to sell about \$1,300 worth of miscellaneous household goods and my sister Karen and I sold those on

facebook marketplace. I used the money I collected to buy supplies for the house as I was fixing it to sell and took my Mom out to dinner every week with the remainder.

Cynthia was always very open and transparent about everything she did financially building the insuite apartment. As siblings we all trusted Cynthia and know if she had hired a professional construction company to build the insuite apartment it would have cost well over \$100,000, her husband Pat was able to oversee everything and purchase everything personally, hiring laborers himself, and was able to build the insuite apartment for half of what

a construction company would have charged. When the court asked for receipts Cynthia provided them and I personally saw everything and the durable power of attorney never

stated Cynthia would have to keep records as if she was the Conservator, only provide receipts if asked to. She went above and beyond for both our parents. She did not add on to her home but lost half of her garage and her family room. She was never paid a dime for the care she provided round the clock for our parents.

Caregivers were absolutely necessary and I was aware of how much they were paid and that Cynthia paid them cash. I personally met them and liked them. My wife quit her job and cared for our Mom a few days a week. It is very hard to find good caregivers that can be trusted to come into your home and treat your loved ones as they deserve.

On May 1, 2021 I was with my sister Cynthia in Alabama visiting our Dad's sister for what we knew would be the last time. My wife Holly Hayes was caring for our mother while we were gone during the day and Cynthia's husband Pat was home in the evenings. On the night of May 1, 2021 our Sister Karen Caldwell's daughter, Rachel Greenshields came to Cynthia's home and unlawfully removed our Mom. My wife Holly had just had neck surgery and could not stop her, she had brought her husband Daniel Greenshields with her. They also stole our mother's dog that my sister Cynthia had bought her. Holly Hayes called the Dearborn Heights police department because that is where Cynthia's home is, the police came out and took a report.

Greenshields took our mother to her home and drafted a revocation of Cynthia's Durable Power of Attorney, had her husband witness it, our mother with dementia sign it, and Greenshields notarized this document herself. Classic financial elder abuse.

Cynthia immediately flew home from Alabama and I drove home. Cynthia called adult protective services who instructed her to go out to Greenshields home with her power of attorney, call 911 and ask for a civil escort to the home. I drove home from Alabama that night and Cynthia, her husband Pat and I drove out to Greenshields home on May 3, 2021 and called 911 and waited for police. Trooper Raven Tonor arrived and went to the home and informed us that Greenshields told our Mom we sold her house and stole her money and our Mom was stating she did not want to see us. Cynthia said I have Power of Attorney and Trooper Toner said Greenshields had a more recent power of attorney and it overrides Cynthia's. We said that it is impossible our Mother has dementia she cannot change her power of attorney. Trooper Toner said there was nothing she could do, it was a civil matter and we would have to take it to court.

Cynthia, Pat and I left the Greenshields residence and went straight to our mother's PNC bank, knowing Greenshields character that she would try and access our Mother's bank account.

Cynthia was in the bank speaking with the bank manager when 15 minutes later Greenshields pulled into the drive thru with our Mother in tow and presented the revocation document to the PNC Jackson branch manager William Baird who told Cynthia it was fraud and he would be sending it up to his fraud department. Mr. Baird told Cynthia it was illegal for Greenshields to notarize a legal document for a family member and the fact that I had been using my power of attorney for over 2 years it was clear this was fraud. My mother did not do any banking other than write checks at the grocery store. Mr. Baird assured us he would notate the account so if Greenshields attempted to go to another branch she would not get any funds out of the account. He denied Greenshields access to our Moms account and told her she would not be getting any funds until the fraud department looked at the document. Two weeks later PNC bank closed our Mother's account for fraud and sent a Cashier's Check to my sister Cynthia's home for funds in the Trust account. We believe PNC dropped the ball and should have filed a police report and reported to the FDIC instead they took the easy way out and just closed the account.

On May 4, 2021 Rachel Greenshields filed personal protection orders against me, my sister Cynthia Mifsud, Cynthia's husband Pat, and she tried to get one against my wife Holly in Jackson County where personal protection orders are issued as long as you pay a fee and you have to go to court to fight them. Greenshields did this to isolate, manipulate, and control our mother. On May 17, 2021 my sister Cynthia's son had a seizure and his Neurosurgeon wanted him to be brought into University of Michigan Hospital in Ann Arbor. Cynthia posted about it on facebook asking everyone to pray for Anthony her son because she was afraid he was experiencing a brain bleed from his Artervenous malformation. While at the hospital she heard our mother call her name and turned to see our mother at the hospital. Cynthia had not seen our Mom in 3 weeks and ran to her and Ms. Greenshields yelled for security to call the police that she had a restraining order against Cynthia. The police came and told Cynthia she needed to be very careful as Greenshields knew the law and was dangerous and using it against her. The Officer saw right thru Greenshields and did not arrest Cynthia as she was at the hospital with her son and not because of Greenshields. Greenshields was attempting to make criminals out of us while she was attempting to steal our Mother's Trust account and manipulating and abusing her elderly grandmother.

Rachel Greenshields contacted the social security administration and changed our Mother's address to her address, cashed our mother's social security check and her pension check she received from Ford Motor company where our father had worked, these all fall under elder abuse financial crimes.

Three months after unlawfully removing our Mother from her home our Mother was hospitalized with sepsis from an untreated urinary tract infection and had lost 23 pounds, that is a dangerous amount of weight for an 87 year old woman to lose.

Judge Freddie Burton Jr. and his guardian ad lidem Melinda Cameron have been completely biased where our niece is concerned. This court has ignored all the crimes and elder abuse

Greenshields has committed while isolating our Mother from our entire family for over 14 months so they could take her \$275,000 estate. I have never seen anything so biased and crooked in my life. I served in the United States marine Corp and I have been treated like a common criminal while someone who is financially exploiting our mother is allowed to see her everyday and use and manipulate her. Guardian ad Lidem Melinda Cameron's job was to do an investigation and she has never called me or my brother Darrell and told my sister Cynthia to never call her again the first week of May 2021. Cameron just asked to be paid \$40,000 out of our Mother's Trust account for abusing her for over 2 years.

Judge Freddie Burton Jr. has ordered my sister Cynthia to pay our mother back for her house stating there was no proof she gave her the money from the sale of the Marquette house. First of all our sister paid \$120,000 of the \$127,000 purchase price of the house. Secondly when we sold the house Cynthia deposited the full check of \$146,908.25 from Centennial Title into our Mother's Trust Account at Pnc bank. I have seen the deposit slip, the canceled check, and the bank statement all showing the funds were deposited. My sister has over \$200,000 in legal fees fighting for our mother and it is appalling what Judge Freddie Burton Jr. has done to our mother and to my sister Cynthia. He has ordered her to pay back the money for the caregivers

because she paid cash despite the fact she has signed affidavits from the caregivers and we all agreed to pay for caregivers. Not to mention caregivers cost \$2,000 a month when Cynthia had our parents and now Greenshields is paying \$6,000 a month and its approved by the guardian. He also said Cynthia has to pay back the fees for the laborers who built the insuite apartment because they were paid in cash, again despite the fact we have affidavits from them as well stating the hours they worked and what they received. Judge Freddie Burton Jr. stated Cynthia did not have our Mother's permission to sell her house. Cynthia had Durable Power of Attorney and our Mother had dementia and our father had already passed away, Cynthia did not need our Mother's permission to sell the house she was living with Cynthia for over 2 years before the house was ever sold and our mother was diagnosed with dementia in 2017 3 years prior to the home being sold. Cynthia had her siblings full cooperation including our sister Karen Caldwell, we were all in full agreement to sell the home.

Finally we have lost over 2 precious years with our mother who has mentally declined greatly since she was unlawfully removed from Cynthia's home. She was isolated for over 14 months from our entire family despite zero allegations of abuse, this is time we will never get back and all the damage done can never be undone. My sister has over \$200,000 in legal fees. We have all suffered emotional and unimaginable heartache all because Rachel Greenshields sought to profit off her grandmother and Judge Freddie Burton jr. and Court appointed guardian ad lidem Melinda Cameron failed to do an investigation or to follow the law. I am hoping and praying for swift justice for our Mother Betty Hayes and for my sister Cynthia Mifsud who has literally been terrorized by Wayne County Probate Court. There is much more I could share and I want to sit down and discuss everything. As second in line as Durable Power of Attorney and Trustee of the Trust why was I not put in charge and our parents' wishes honored? Please contact me at 586-215-7513.

jtOOcuSigned by:

L o!

Randy A. Hayes

On May 1, 2024, by _____, Witness _____
Attorney that I previously executed on October 10, 2013, wherein _____
my agent and the secondary agent known as Randy Hayes.
I hereby notify said agent(s) and any other interested persons that all portions of said document
revoked.

This revocation was signed in the presence of two witnesses a notary public and goes into effect
immediately.

NOTE: Provide copies to anyone who may have copies of the Power of Attorney that is being
revoked. Retain the original of this form in your personal papers.

Principal's Signature Betty J. Hayes
Betty J. Hayes

Witness Signature Daniel Greenfields
Daniel Greenfields

Witness Signature Emma Lowdy
Emma Lowdy

NOTARY ACKNOWLEDGMENT

Jackson County

State of Michigan
On this 1st day of May, 2024, before me appeared Betty J. Hayes, as
Principal who proved to me through government issued photo identification to be the same
person, in my presence executed foregoing instrument and acknowledged that (s)he was
same as his/her free act and deed.



Daniel Greenfields
Notary Public

Print Name: Daniel Greenfields commission expires: 11/4/2024

After Visit Summary®

Notes

Progress Notes - Encounter Notes

This visit was performed via video or two-way audio-visual communication. Betty Hayes reported she was in Michigan (MI) during the time of this video visit appointment. Betty Hayes was at home or other non-healthcare facility.

Participants in the video visit:

Betty Hayes:

Callback number: 7347519860

Address: 7508 andrys dr., grass lake, mi 49240

Evan Seth Morrison, MD

Subjective:

Chief Complaint Patient

presents with

- Follow-up

Betty Hayes is a 87 y.o. female who is having a video visit with her granddaughter Rachel present, who provided most of the information. She has recurrent UTI's and dementia with very aggressive behavior in recent weeks. She had been on seroquel 25 mg daily, zoloft 25 mg daily and ritalin before

After Visit Summary®

Notes

Progress Notes - Encounter Notes

This visit was performed via video or two-way audio-visual communication. Betty Hayes reported she was in Michigan (MI) during the time of this video visit appointment. Betty Hayes was at home or other non-healthcare facility.

Participants in the video visit:

Betty Hayes:

Callback number: 7347519860

Address: 7508 andrys dr., grass lake, mi, 49240

Evan Seth Morrison, MD

Subjective:

Chief Complai'nt

Patient presents with

- Follow-up

Betty Hayes is a 87 y.o. female who is having a video visit with her granddaughter Rachel present, who provided most of the information. She has recurrent UTI's and dementia with very aggressive behavior in recent weeks. She had been on seroquel 25 mg daily, zoloft 25 mg daily and ritalin before

ASSESSMENT/ PLAN:

SW received Patient Portal messages from pt's granddaughter/primary caregiver, Rachel Greenshields RE: continued concerns of pt's delusional behavior, increased somnolence, and new onset of back pain. Granddaughter is concerned pt should be seen in clinic (in-person; pt had virtual visit with PCP/Dr. Morrison on 10/26) vs. ED visit.

SW f/u with pt's granddaughter (734.751.9860) on this date. Upon SW assessment, granddaughter detailed pt's behaviors/delusions over the past 3 weeks – pt has been fixated on caregiver, granddaughter's close friend/Kelly, sexually abusing the children at granddaughter's home day care.

Ultimately, due to this disturbing delusion for pt, granddaughter has asked caregiver to stop coming to her home. Of note, granddaughter had been paying for this care out-of-pocket, as pt's temporary guardian will not cover care for aides who are not bonded and insured by private agencies.

Daughter added that PCP restarted pt on Seroquel this past week. Pt has been very agitated – recently attempted to stab granddaughter with a pen and hit her daughter with a cane. Granddaughter has been updating pt's temporary guardian. Next hearing will be in December.

SW offered supportive counseling around

multiple, chronic stressors for granddaughter
between managing pt's care, ongoing
guardianship case, attempting to keep her home
daycare open, etc.

Michigan Medicine, University

6:25

.. LTB

detailed pt's behaviors/delusions over the past 3 weeks – pt has been fixated on caregiver, granddaughter's close friend/Kelly, sexually abusing the children at granddaughter's home day care.

Ultimately, due to this disturbing delusion for pt, granddaughter has asked caregiver to stop coming to her home. Of note, granddaughter had been paying for this care out-of-pocket, as pt's temporary guardian will not cover care for aides who are not bonded and insured by private agencies.

Daughter added that PCP restarted pt on Seroquel this past week. Pt has been very agitated – recently attempted to stab granddaughter with a pen and hit her daughter with a cane. Granddaughter has been updating pt's temporary guardian. Next hearing will be in December.

SW offered supportive counseling around multiple, chronic stressors for granddaughter between managing pt's care, ongoing guardianship case, attempting to keep her home daycare open, etc.

SW will continue to follow for support as needed.

TOTAL TIME SPENT: 28 minutes

Angelica Keating, LMSW
Clinical Social Worker
Geriatrics Center Clinics
(734.764.2556)

Michigan Medicine, University